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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

In re:

(Chapter 11)

ARCTIC CATERING, INC.,

Case No. 2:18-bk-13118-EPB

Debtor.

**PACA CLAIM OF PJK FOOD
SERVICE, LLC D/B/A KEANY
PRODUCE & GOURMET**

[Related to Doc. No. 95]

PJK Food Service, LLC d/b/a Keany Produce & Gourmet (“Keany”) hereby files its claim arising under the trust provision of the Perishable Agricultural Commodities Act (“PACA”), 7 U.S.C. § 499e(c)(2), in accordance with the *Order Setting and Notice of: Bar Date for Filing Trust Claims under the Perishable Agricultural Commodities Act and the Packers and Stockyards Act – January 4, 2019* [Doc. 95], and in support thereof, states as follows:

1. On October 25, 2018 (the “Petition Date”), Arctic Catering, Inc. (“Debtor”) filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

2. Prepetition, Keaney sold and delivered to Debtor, in interstate commerce or contemplation thereof, goods and produce having a value of \$11,606.87, of which \$10,626.72 is owed for wholesale quantities of produce, all of which has not been paid. True and correct copies of Keaney's statement of account, a spreadsheet breaking out the balances due for produce items and non-produce items, and unpaid invoices are attached hereto as **Exhibits A-C**, respectively.

1 3. Debtor accepted the goods and produce from Keaney, but failed to pay Keaney
2 the balance due, and currently owes Keaney the principal amount of \$10,626.72 under the
3 PACA trust (the “PACA Claim”). *See Exhibit B.*

4 4. Keaney is licensed under PACA and preserved its interest in the PACA trust
5 by placing the requisite PACA trust preservation language on its invoices in accordance
6 with 7 U.S.C. § 499e(c)(4). A true and correct copy of Keaney’s PACA license information
7 is attached hereto as **Exhibit D**;¹ *see Invoices, Exhibit C.*

8 5. Keaney’s invoices entitle it to payment of interest on unpaid balances in the
9 amount of 18% per annum, and for reimbursement of attorneys’ fees and costs. *Id.* Keaney
10 reserves the right to assert accrued interest, and its attorneys’ fees and costs as part of its
11 PACA Claim.

12 6. In asserting its PACA Claim, Keaney does not waive, but rather expressly
13 reserves all of its rights and remedies, including, without limitation, those it may have
14 against any other entity or person or pursuant to applicable law. As to the Debtor, Keaney
15 does not waive, but rather expressly reserves, all of its rights and remedies in connection
16 with its PACA Claim, including, without limitation, the following: (i) to fix, increase,
17 amend and/or supplement the PACA Claim, the exhibits hereto, and/or any supporting
18 documentation (ii) to assert that the PACA Claim, or any portion thereof, is secured,
19 including, without limitation, by a right of setoff, recoupment, or otherwise, (iii) to assert
20 that the PACA Claim, or any portion thereof, is an administrative expense of the Debtor’s
21 estate, and (iv) to seek other relief from the Court, as Keaney in its sole discretion deems
22 appropriate.

23 7. Keaney does not waive any rights, claims, actions, defenses, setoffs, or
24 recoupments to which Keaney is or may be entitled to under any agreements, in equity, or
25 under any applicable law or otherwise, all of which rights, claims, actions, defenses, setoffs,

26 ¹ PACA license information is published by the USDA’s Agricultural Marketing Service at
http://apps.ams.usda.gov/pacasearch/default.aspx.

1 and recoupments Keaney expressly hereby asserts and preserves in these bankruptcy cases.
2 Keaney reserves all rights with respect to the prepetition non-produce balance due.

3 8. Keaney continues to do business with Debtor postpetition, and reserves all
4 rights with respect to postpetition balances due.

5 RESPECTFULLY SUBMITTED this 3rd day of January, 2019.

6 DECONCINI McDONALD YETWIN & LACY, P.C.

7 By: /s/ Jody A. Corrales, #024869

8 Jody A. Corrales, Esq.

9 *Attorneys for PJK Food Service, LLC d/b/a
Keaney Produce & Gourmet*

10 ORIGINAL electronically filed this
11 3rd day of January, 2019, with:

12 CLERK, UNITED STATES BANKRUPTCY COURT
13 DISTRICT OF ARIZONA
<https://ecf.azb.uscourts.gov>

14 COPIES of the foregoing mailed via electronic or
15 U.S. Mail this 3rd day of January, 2019, to:

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